

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 27 September 2004		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	
CODE		CODE		CODE	
US Army Engineer District, Philadelphia 100 Penn Square East, Wanamaker Building Philadelphia, PA 19107-3390		US Army Engineer District, Philadelphia 100 Penn Square East, Wanamaker Building Philadelphia, PA 19107-3390			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)		9A. AMENDMENT OF SOLICITATION NO. W912BU-04-R-0027	
		X		9B. DATED (SEE ITEM 11) 23 July 2004	
				10A. MODIFICATION OF CONTRACTS/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SCHUYLKILL RIVER PARK TRAIL, PHASE III, PHILADELPHIA, PA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

14. DESCRIPTION OF AMENDMENT (continued)

a. SF 1442 AND BIDDING SCHEDULE: Section 00010, Page 3 - Please delete page 00010-3 in its entirety and substitute the revised page of the same number, annotated Amendment No. 0005, attached hereto.

b. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:

(1) SECTION 00800 - SPECIAL CLAUSES - Please delete section 00800 (7 pages) in its entirety and substitute revised section 00800 (9 pages), annotated Amendment No. 0005, attached hereto.

c. TECHNICAL SPECIFICATIONS:

(1) Project Table of Contents: Please make a pen and ink change to delete Section 05500 - MISCELLANEOUS METAL from the table of contents.

(2) Please delete section 05500 in its entirety.

d. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0005. Failure to acknowledge all amendments may be cause for rejection of the proposal.

SECTION 00010

BID SCHEDULE

(To be attached to Standard Form 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASE BID:					
1.	Salvaged Granite	860	L.F.	\$	\$
2.	Salvaged Belgian Block	1626	S.F.	\$	\$
3.	New Granite	209	L.F.	\$	\$
4.	New Belgian Block	2894	S.F.	\$	\$
5.	Boulders	175	Ton	\$	\$
6.	Railroad Requirements	1	Job	L.S.	\$
7.	All other work	1	Job	L.S.	\$
TOTAL ESTIMATED BASE BID:					\$
OPTION 1:					
8.	Deleted				
OPTION 2:					
9.	Exterior Plants	1	Job	L.S.	\$
10.	Landscape Establishment	1	Job	L.S.	\$
TOTAL ESTIMATED OPTION 2:					\$
TOTAL ESTIMATED BASE BID AND OPTIONS:					\$

NOTE: Bidders must bid on all items.

-- End of Section --

SECTION 00800
SPECIAL CLAUSES

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PARA	TITLE
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SC-5	PHYSICAL DATA
SC-6	LAYOUT OF WORK
SC-7	LIMITATION ON SUBCONTRACTING - (Deleted)
SC-8	ENVIRONMENTAL LITIGATION
SC-9	QUANTITY SURVEYS
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SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire base bid construction work ready for use not later than 300 calendar days after the date the Contractor receives the notice to proceed. The Contracting Officer has the right to award Option 1 up to 90 days after the Contractor receives the notice to proceed for the base contract. The contract will not be extended if Option 1 is awarded. The Contracting Officer has the right to award Option 2 up to 30 days after the Contractor receives the notice to proceed for the base contract. The contract will not be extended if Option 2 is awarded. The contract also includes 730 calendar days of landscape establishment and maintenance after the date of landscape acceptance. See Section 02935 LANDSCAPE ESTABLISHMENT for requirements. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,400.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) - EFARS

a. Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$10,000 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

b. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

c. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification

to the contract.

d. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

e. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

f. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

g. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

h. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

i. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

j. The term "Reservation" means monies that have been set aside and made available for payments under this contract. (EFAR 52.232-5002)

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. Upon obtaining the plans and specifications, the Contractor shall:

- (1) Immediately check the specifications and all drawings;
- (2) Compare the specifications and all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

d. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in in electronic bid set format on the Philadelphia District website at <https://napws01phl/>. Drawings are titled: "Schuylkill River Park Trail, Phase III, Philadelphia, PA. " and have the drawing numbers, subtitles, and dates as indicated on Contract Drawing Plate Number T1, Title Sheet. The reference drawings listed on Drawing Plate T1 are also available for use by the Contractor.

SC-5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic surveys.

b. Weather Conditions. The climate of the area is referred to as "continental" by climatologists, characterized by cold winters and moderately hot summers. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

c. Transportation Facilities. The work site is accessible from the Routes 76 and 676 via local roads. The Contractor shall be responsible for all investigations of load carrying capacities of bridges and roadways.

f. Magnitude of the Contract Work. The estimated value of the contract work is between \$1,000,000 and \$5,000,000.

A site inspection will be held on July 28, 2004 starting at 9:00 AM from the District Office.

SC-6 LAYOUT OF WORK (APR 1965 OCE)

The Contractor shall lay out its work from Government-established survey controls, and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the triangulation stations and bench marks established by the Government. The Contractor shall be responsible for executing the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due or to become due to the Contractor. (CENAP)

SC-7 LIMITATION ON SUBCONTRACTING (DEC 1996) - Deleted

SC-8 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of the contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAP)

SC-9 QUANTITY SURVEYS (APR 1984)

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. All surveys shall be conducted in

accordance with Section 01720 SURVEY REQUIREMENTS of these specifications.

c. Promptly upon completing a survey, the Contractor shall furnish the required submittals (per Section 01720 SURVEY REQUIREMENTS), the originals of all field notes, and, all other records relating to the survey or to the layout of the work to the Contracting Officer. The Contracting Officer shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236-16)

SC-10 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial or series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment from the Contractor's accounting records, costs for the equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect as of the time work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.205(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." (EFARS 52.231-5000)

Note #1: The small purchase threshold is \$100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for two years after expiration of contract performance. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

SC-11 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in triplicate copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.
(CENAP)

SC-12 PERFORMANCE EVALUATION OF CONTRACTOR

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD 2626, and the Contractor will be rated either outstanding, above average, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201(c)(1). (CENAP)

SC-13 SPECIAL 8(a) CONTRACT CONDITIONS (NOV 1989) - (Deleted)

SC-14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)

a. This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent

activities. For the purpose of this contract, unusually severe weather is defined as daily precipitation equal to or exceeding 0.5 inches and/or maximum daily temperature not exceeding 32 degrees F.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	4	2	2	2	2	2	2	1	1	2	3

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled: "Default (Fixed Price Construction)". (ER 415-1-15)

SC-15 INSURANCE REQUIREMENTS

Evidence of the following insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained throughout the period of performance:

a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$500,000 per occurrence.

b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$200,000 per person and \$500,000 per accident. Property Damage Liability - \$20,000 per accident.

c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required."

d. Railroad Liability Insurance: As specified in Section 01500 TEMPORARY CONSTRUCTION.

SC-16 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the contractor. Key players within this partnership may also include subcontractors, users, operators, tenants or other parties deemed appropriate by the Government and contractor. This partnership would strive to draw upon the strengths of each organization and a system of superior real time communications that will be developed by the partners in an effort to achieve a quality product, on time and within budget. This partnership would be developed bilaterally and participation will be totally voluntary. Costs associated with effectuating this partnership will be absorbed by the parties as an

alternate method of normal contract administration activities with no change in contract price. Activities are expected to include one or more brainstorming sessions among potential partners pursuant to a Memorandum-Of-Understanding that will detail the bylaws of operation. By-laws will establish, for example, an effective means of addressing clarifications or issues that may develop during the construction process, to include real time Alternate Dispute Resolution procedures to effectively address those issues that are not more readily resolved. Effective Partnering is expected to be beneficial to all parties. (CENAP)

-- End of Section --